

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO

SWINERTON BUILDERS, a California
corporation; and SWINERTON
INCORPORATED, a California corporation,

Plaintiffs,

v.

AMERICAN HOME ASSURANCE
COMPANY; NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH,
PA.; and DOES 1 through 250, inclusive,

Defendants.

CASE NO.: 3:12-04350-SC

STIPULATION AND ORDER OF DISMISSAL

The undersigned parties, through their respective counsel, hereby stipulate the above-captioned action be dismissed with prejudice pursuant to FRCP 41(a)(1) as follows:

(1) On July 23, 2013, the Court (1) granted Defendants' motion to dismiss Plaintiffs' breach of contract and breach of implied covenant claims to the degree that they are based on failure to settle the case on grounds of ripeness; and (2) granted Defendant's motion to stay this action pending the completion of arbitration of the dispute about the proper calculation of deductibles in accordance with the Letter of Understanding. (Document 43.)

(3) The parties have since resolved the deductible issue subject to arbitration as ordered by the Court on July 23, 2013. As such, the parties stipulate the above-captioned action be dismissed

1 with prejudice pursuant to FRCP 41(a)(1) with a waiver of fees and costs wherein each party will
2 bear its own attorney's fees, costs, and expenses.
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5 /s/ Charles L. Fanning
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6 Charles L. Fanning, Esquire
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8 *Attorney for Plaintiffs, Swinerton Builders*
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16 **PURSUANT TO STIPULATION, IT IS SO ORDERED:**
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